

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff KIERSTEN RICHARDSON (“Ms. Richardson”), CHRISTIAN ELIZARRARAS (“Mr. Elizarraras”), JOSEPH VICTORINO (“Mr. Victorino”), and JESSICA CRUZ (“Ms. Cruz”) (collectively referred to as “Plaintiffs”), on behalf of themselves, the California Labor and Workforce Development Agency (“LWDA”) through Plaintiffs as authorized representatives under the PAGA, Aggrieved Employees, and defendant ATRIA MANAGEMENT COMPANY, LLC (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiffs’ PAGA lawsuit alleging wage and hour violations against Defendant, *Kiersten Richardson v. Atria Management Company, LLC*, Riverside County Superior Court Case No. CVRI2402543 filed on or about May 7, 2024 (“Richardson Action”). On or about July 16, 2024, Ms. Richardson filed a First Amended Complaint adding a cause of action for civil penalties pursuant to the Private Attorneys General Act (“PAGA”). On or about August 19, 2024, Ms. Richardson entered into a stipulation with Defendant dismissing the class action allegations. On or about December 26, 2025, Ms. Richardson filed a Second Amended Complaint (“SAC”) in the Richardson Action, which incorporated two additional pending PAGA actions against Defendant: *Christian Elizarraras and Joseph Victorino v. Atria Management Company, LLC*, Santa Clara County Superior Court Case No. 24CV441923, filed on or about September 16, 2024 (the “Elizarraras Action”); and *Jessica Cruz v. Atria Management Company, LLC*, Ventura County Superior Court Case No. 2025CUOE045802, filed on or about June 17, 2025 (the “Cruz Action”). The SAC consolidates both, the Elizarraras Action and the Cruz Action, into the Richardson Action, referred to herein as the “Action.”

1.2 “Administrator” means and refers to Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 “Aggrieved Employee” means a person employed by Defendant in California, classified as a current or former non-exempt hourly employee, who worked for Defendant during the PAGA Period.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Riverside.

1.8 “Defense Counsel” means Lonnie D. Giamela, Esq., Ariella M. Kupetz, Esq., and Kyle J. Ignatius, Esq. of Fisher & Phillips LLP for Defendant.

1.9 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

1.10 “Enhancement Award” means the payment to the named Plaintiffs for initiating the Action and providing services in support of the Action.

1.11 “Gross Settlement Amount” means One Million One Hundred Ninety Thousand Dollars and Zero Cents (\$1,190,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award to Plaintiffs and the Administrator’s Expenses Payment.

1.12 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.14 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

1.15 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.16 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17 “Notice” means the Notice of Settlement of PAGA Representative Action, to be mailed to Aggrieved Employees in English and Spanish, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.18 “PAGA Counsel” means Michael Nourmand, Esq., James A. De Sario, Esq., and Ana Galdava, Esq. of The Nourmand Law Firm, APC, counsel for Ms. Richardson; Roman Otkupman, Esq. and Nidah Farishta, Esq. of Otkupman Law Firm, a Law Corporation, counsel for Ms. Cruz; and John G. Yslas, Esq., William M. Pao, Esq. of Wilshire Law Firm, counsel for Mr. Elizarraras and Mr. Victorino, collectively, the attorneys representing the Plaintiffs in the Actions.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 “PAGA Period” means the period from May 3, 2023 to June 1, 2025.

1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.23 “PAGA Notices” means Ms. Richardson’s May 3, 2024 letter to Defendant and the LWDA (the “Richardson PAGA Notice”); Mr. Elizarraras’ and Mr. Victorino’s July 11, 2024 letter to Defendant and the LWDA (the “Elizarraras PAGA Notice”); and Ms. Cruz’s April 11, 2025 letter to Defendant and the LWDA (the “Cruz PAGA Notice”), collectively, the “PAGA Notices”, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.25 “Plaintiffs” means Kiersten Richardson (“Ms. Richardson”), Jessica Cruz (“Ms. Cruz”), Christian Elizarraras (“Mr. Elizarraras”), and Joseph Victorino (“Mr. Victorino”), collectively, the named plaintiffs in the Action.

1.26 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.27 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.

1.28 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.30 “Defendant” means named Defendant, Atria Management Company, LLC.

2. RECITALS.

2.1 On or about May 7, 2024, Ms. Richardson commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages upon termination; (6) failure to provide accurate wage statements; and (7) unfair competition. On or about July 16, 2024, Ms. Richardson filed a First Amended Complaint ("FAC") adding a cause of action for civil penalties pursuant to PAGA. On or about August 19, 2024, Ms. Richardson entered into a stipulation with Defendant dismissing the class action allegations. On or about December 26, 2025, Ms. Richardson filed a Second Amended Complaint ("SAC") in the Richardson Action. The SAC alleges PAGA claims against Defendant for, among other things: (1) failure to pay overtime; (2) failure to pay minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to pay all wages upon termination; (6) failure to provide accurate wage statements; and (7) failure to reimburse business expenses. The SAC consolidates both, the Elizarraras Action and the Cruz Action. The SAC is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3 On April 24, 2025, Ms. Richardson and Defendant participated in an all-day mediation presided over by mediator, Daniel J. Turner, Esq., which led to this Agreement to settle the Action.

2.4 Prior to mediation, Ms. Richardson obtained, through informal discovery, documents and information that permitted Ms. Richardson to evaluate the merits of Plaintiffs' PAGA claims.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Million One Hundred Ninety Thousand Dollars and Zero Cents (\$1,190,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five percent, which is currently estimated to be \$416,500 of which seventy percent will be awarded to The Nourmand Law Firm, APC, twenty percent to Wilshire Law Firm, PLC and ten percent to Otkupman Law Firm, and PAGA Counsel Litigation Expenses Payment of not more than \$30,000, Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel as part of the motion for approval will submit an application for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.
- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$16,566, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,566, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the named Plaintiffs: The named Plaintiffs will request an Enhancement Award of not more than \$15,000 each for a total of \$60,000. The Enhancement Award is in addition to Plaintiffs share of the PAGA penalties. Defendant will not oppose Plaintiffs' request for an Enhancement Award that does not exceed this amount. As part of the motion for approval, Plaintiffs will seek Court approval for any Enhancement Award. If the Court approves an Enhancement Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Award using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Enhancement Award.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties, to be paid from the Net Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.
- 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties,

by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 6,900 Aggrieved Employees who worked a total 170,308 of PAGA Pay Periods.

4.2 Aggrieved Employee Data. Within 15 days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and Enhancement Award. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not

cashed by the void date. Before mailing the Notice and any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 5 days of receiving a returned check, the Administrator must re-mail the Notice and checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver the Notice and checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee and their social security number.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' Release. Plaintiffs and his, her or their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Named Plaintiffs general release expressly excludes any Labor Code claims for wages and statutory penalties.

5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notices.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** PAGA Counsel agree to prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd.(l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) declaration from named Plaintiffs attesting that there is no conflict of interest with Aggrieved Employees and what efforts they took in assisting to achieve the settlement

6.2 Responsibilities of PAGA Counsel. PAGA Counsel are responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion.

PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.4.1 Administrator's Declaration. The Administrator will provide PAGA Counsel and Defense Counsel, a signed declaration suitable for filing with in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Notice and settlement checks, the Notices returned as undeliverable, the re-mailing of the Notices, and attempts to locate Aggrieved Employees. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. PAGA Counsel is responsible for filing the Administrator's declaration(s) with the Court.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 6,900 Aggrieved Employees who worked 170,308 Pay Periods during the PAGA Period. In the event the number of pay periods worked by the Aggrieved Employees increases by more than 5%, Defendant shall have the option of either: (i) increasing the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the Aggrieved Employees above 5% (for example, if the number of pay period increases by 6%, the Gross Settlement Amount will increase by 1%), or (ii) shorten the release period to an earlier date at which only 170,308 pay periods plus an additional 5% are covered by the PAGA Period.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
10. **ADDITIONAL PROVISIONS.**
- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the

Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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James A. De Sario, Esq.
Ana Galdava, Esq.
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To Defendant:

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Ariella M. Kupetz, Esq.
Kyle J. Ignatius, Esq.
FISHER & PHILLIPS LLP
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Los Angeles, California 90071
Telephone: (213) 403-9636
Attorneys for Defendant,
ATRIA MANAGEMENT COMPANY, LLC

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

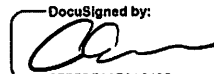
For Plaintiff Kiersten Richardson:

Date: 05/04/2026


Kiersten Richardson

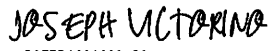
For Plaintiff Christian Elizarraras:

Date: 5/5/2026

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6E7FDE0258A2435
Christian Elizarraras

For Plaintiff Joseph Victorino:

Date: 5/5/2026

DocuSigned by:

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Joseph Victorino

For Plaintiff Jessica Cruz:

Date: _____

Jessica Cruz

For Defendant Atria Management Company, LLC:

Date: _____

Atria Management Company, LLC

APPROVED AS TO CONTENT

Date: 5/4/2026

THE NOURMAND LAW FIRM, APC

By: Michael Nourmand
Michael Nourmand, Esq.
James A. De Sario, Esq.
Ana Galdava, Esq.
Attorneys for Plaintiff Kiersten Richardson

Date: 5/5/2026

WILSHIRE LAW FIRM

By: 
John G. Yslas, Esq.
William M. Pao, Esq.
Attorneys for Plaintiffs,
Christian Elizarraras and Joseph Victorino

Date: _____

OTKUPMAN LAW FIRM, A LAW CORPORATION

By: _____
Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff, Jessica Cruz

For Plaintiff Joseph Victorino:

Date: _____

Joseph Victorino

For Plaintiff Jessica Cruz:

Date: 05 / 08 / 2026

Jessica Cruz

Jessica Cruz

For Defendant Atria Management Company, LLC:

Date: _____

Atria Management Company, LLC

APPROVED AS TO CONTENT

Date: 5/4/2026

THE NOURMAND LAW FIRM, APC

By: *Michael Nourmand*
Michael Nourmand, Esq.
James A. De Sario, Esq.
Ana Galdava, Esq.
Attorneys for Plaintiff Kiersten Richardson

Date: _____

WILSHIRE LAW FIRM

By: _____
John G. Yslas, Esq.
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Attorneys for Plaintiffs,
Christian Elizarraras and Joseph Victorino

Date: 05 / 08 / 2026

OTKUPMAN LAW FIRM, A LAW CORPORATION

By: *[Signature]*
Roman Otkupman, Esq.
Nidah Farishta, Esq.
Attorneys for Plaintiff, Jessica Cruz

For Plaintiff Joseph Victorino:

Date: _____

Joseph Victorino

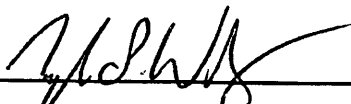
For Plaintiff Jessica Cruz:

Date: _____

Jessica Cruz

For Defendant Atria Management Company, LLC:

Date: 5/11/26



Atria Management Company, LLC

APPROVED AS TO CONTENT

Date: 5/4/2026

THE NOURMAND LAW FIRM, APC

By: Michael Nourmand
Michael Nourmand, Esq.
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WILSHIRE LAW FIRM

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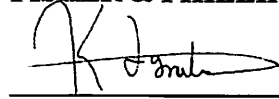
OTKUPMAN LAW FIRM, A LAW CORPORATION

By: _____
Roman Otkupman, Esq.
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Date: May 18, 2026

FISHER & PHILLIPS LLP

By:



Lonnie D. Giamela, Esq.

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